

1 ARIEL E. STERN, ESQ.
Nevada Bar No. 8276
2 **AKERMAN LLP**
1635 Village Center Circle, Suite 200
3 Las Vegas, Nevada 89134
Telephone: (702) 634-5000
4 Facsimile: (702) 380-8572
Email: ariel.stern@akerman.com

5
6 MICHAEL D. NAPOLI, ESQ.
PRO HAC VICE
AKERMAN LLP
2001 Ross Avenue, Suite 3600
7 Dallas, Texas 75201
Telephone: (214) 720-4360
8 Facsimile: (214) 720-8116

9
10 *Attorneys for Tecumseh – Infinity Medical
Receivables Fund, L.P.*

11 **UNITED STATES BANKRUPTCY COURT**

12 **DISTRICT OF NEVADA**

13 In re:

14 INFINITY CAPITAL
MANAGEMENT, INC.

15 Debtor.

Case No.: 21-14486-abl
Chapter 7

16
17 **DECLARATION IN SUPPORT OF MOTION OF PARTY IN INTEREST TECUMSEH –**
18 **INFINITY MEDICAL RECEIVABLES FUND, LP TO (1)ABANDON PROPERTY AND (2)**
LIFT THE AUTOMATIC STAY

19 I, Chad Meyer, pursuant to 28 U.S.C. § 1746, declare as follows:

20 1. My name is Chad Meyer. I am over the age of twenty one years, of sound mind, and
21 fully competent to testify in this cause. I have personal knowledge of the facts stated herein, all of
22 which are true and correct.

23 2. I am a principal of Tecumseh – Infinity Medical Receivable Fund, LP, (“Tecumseh”),
24 a party interest, in the above referenced bankruptcy matter. In my role as a principal of Tecumseh, I
25 am responsible for Tecumseh’s investments in medical receivables including its sub-advisory
26 agreement with Infinity Capital Management Inc. (the "Debtor").

1 3. Tecumseh purchased certain medical receivables pursuant to a sub-advisory agreement
2 (the “Sub-Advisor Agreement”) entered with the Debtor on June 18, 2020. A true and correct copy is
3 attached hereto as Exhibit C.

4 4. As is standard practice within the industry, Debtor identified and negotiated the
5 purchase of likely receivables for Tecumseh’s account. Thereafter, Tecumseh reviewed the receivables
6 recommended by Debtor and approved them for purchase. Once approved, Tecumseh advanced funds
7 to purchase the receivables taking ownership of the receivables. In most cases, Tecumseh paid the
8 medical provider directly but, in other cases, it purchased the receivable from the Debtor. I will
9 hereafter refer to the receivables purchased and owned by Tecumseh as the “Tecumseh Receivables.”

10 5. When it purchased the Tecumseh Receivables, Tecumseh received a lien from the
11 plaintiff against any recovery the plaintiff may obtain. The Tecumseh Receivables were also
12 documented by an assignment from the medical provider to Tecumseh.

13 6. Thereafter, Debtor tracked the personal injury claims underlying the Tecumseh
14 Receivables, managed communications with plaintiff’s lawyers, coordinated payment, and negotiated
15 any reductions in the amount to be paid.

16 7. Tecumseh owns the Tecumseh Receivables outright. Debtor merely services the
17 Tecumseh Receivables on Tecumseh’s behalf and owns no interest in them.

18 8. As required by the Sub-Advisor Agreement, the Debtor maintained a log of the
19 Tecumseh Receivables along with any collections on them. Debtor made these records available to
20 Tecumseh on a regular basis. In addition, Tecumseh maintained its own records related to the
21 Tecumseh Receivables. Following the filing of this case, a team under my supervision compared
22 Tecumseh’s records to the logs provided by the Debtor. We were able to confirm that the Debtor
23 accurately identified the open Tecumseh Receivables.

24 9. Tecumseh’s records (as confirmed by the Debtor’s records) indicate that Tecumseh
25 owns a total of 8,670 receivables with a total face amount of approximately \$28 million which are
26 identified in Exhibits A and B to my declaration. I have attached, as Exhibit A, a list of certain of the
27 Tecumseh Receivables consisting of 8,185 receivables with a total face value of \$26,723,966.92. The
28 column labelled BillID shows a unique number assigned by the Debtor to each receivable. The column

1 labelled BillGFB shows the face amount of each receivable. Tecumseh owns outright all of the
2 receivables listed on Exhibit A.

3 10. I have attached, as Exhibit B, a list of additional Tecumseh Receivables consisting of
4 485 receivables with a total face amount \$1,321,907.04. The column labelled BillID shows a unique
5 number assigned by the Debtor to each receivable. The column labelled BillGFB shows the face
6 amount of each receivable. Tecumseh owns outright all of the receivables listed on Exhibit B. The
7 receivables on Exhibit B are related to certain receivables that Debtor purchased on its own account
8 in that the Tecumseh Receivable and the other receivable (collectively, the “Overlap Receivables”) arise
9 from the same plaintiff and the same injury or claim. Although Tecumseh owns the Tecumseh
10 Receivables outright, the Debtor serviced its receivables and the Tecumseh Receivables jointly.

11 11. As discussed above, Tecumseh paid for most of the Tecumseh Receivables by paying
12 the assigning medical provider directly. It purchased the remaining Tecumseh Receivables from the
13 Debtor. Attached as Exhibits D-1 to D-11 are purchase orders reflecting the purchase of Tecumseh
14 Receivables from the Debtor.

15 12. Since the filing of the instant matter, Debtor has ceased all business operations. As
16 such, there has been no oversight, management, or administration of the Tecumseh Receivables. This
17 means that there is no oversight of the personal injury claims underlying the Tecumseh Receivables
18 or communication with the plaintiff's lawyers associated to these Receivables. Nor have there been
19 any attempts to collect on the Tecumseh Receivables.

20 13. I am aware that Debtor's principals, Anne Pentalas and Oliver Hemmers are possess
21 checks, received after Debtor filed for bankruptcy, relating to Tecumseh Receivables. Debtor also
22 remain in personal possession of business records which are imperative for the continued
23 administration of the Tecumseh Receivables.

24 14. For these reasons, each day the limitations and restrictions imposed by the bankruptcy
25 system are in place Tecumseh Receivables are at risk of serious harm.

26 15. Thus, I respectfully urge the Court to authorize the abandonment, release, transfer all
27 Tecumseh Receivables, and allow for procurement of all Tecumseh Receivables by lifting the
28 Automatic Stay.

I declare under penalty of perjury that the foregoing is true and correct.

A handwritten signature in blue ink, appearing to read "Chad Meyer", is written over a horizontal line.

Chad Meyer

AKERMAN LLP

1635 VILLAGE CENTER CIRCLE, SUITE 20-
LAS VEGAS, NEV/ADA 89134
TEL.: (702) 634-5000 – FAX: (702) 380-8572

CERTIFICATE OF SERVICE

1. On October 5, 2021, I served the following document: **DECLARATION IN SUPPORT OF MOTION OF CHAPTER 7 TRUSTEE AND PARTY IN INTEREST TECUMSEH – INFINITY MEDICAL RECEIVABLES FUND, LP AS TO (1)ABANDON PROPERTY AND (2) LIFT THE AUTOMATIC STAY** by the following means to the persons as listed below: (*Check all that apply*)

☒ a. ECF System

Matthew C. Zirzow, Esq.
LARSON & ZIRZOW, LLC
850 East Bonneville Avenue
Las Vegas, NV 89101

Attorneys for Debtor

Clarisse L. Crisostomo, Esq.
ATKINSON LAW ASSOCIATES, LTD.
376 East Warm Springs Road, Suite

130

Las Vegas, NV 89119

Trustee

☐ c. Personal Service

I personally delivered the document(s) to the persons at these addresses:

☐ For a party represented by an attorney, delivery was made by handing the document(s) to the attorney or by leaving the documents(s) at the attorney's office with a clerk or other person in charge, or if no one is in charge by leaving the documents(s) in a conspicuous place in the office.

☐ For a party, delivery was made by handing the document(s) to the party or by leaving the document(s) at the person's dwelling house or usual place of abode with someone of suitable age and discretion residing there.

☐ d. By direct mail (as opposed to through the ECF System)

☐ e. By fax transmission

☐ f. By messenger

I declare under penalty of perjury that the foregoing is true and correct.

Signed on: October 5, 2021.

Allen G. Stephens
(Name of Declarant)

/s/ Allen G. Stephens
(Signature of Declarant)

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